

Fifth Third Bank 2025 Social Sweepstakes

Official Rules and Regulations

1. DEFINED/IMPORTANT TERMS

- a. **The “Sweepstakes”:** Fifth Third Bank Social Sweepstakes
- b. **“Sponsor” or “313”:** 313 Presents, LLC, 2525 Woodward Ave. Detroit, MI 48201
- c. **“Co-Sponsor”:** Fifth Third Bank National Association – 1 Woodward Ave, Suite 2600, Detroit 48226
- d. **“Start Date”:** Wednesday, April 9, 2025 at 12:00pm
- e. **“End Date”:** Friday, May 9, 2025 at 11:59pm
- f. **“Authorized Account Holder”:** The “authorized account holder” of a Mode of Entry, is the natural person assigned a Mode of Entry by an Internet access provider, online service provider, telecom service provider, social media platform, or other organization responsible for assigning email addresses, phone numbers, or social media accounts for the domain associated with the submitted address.
- g. **“Entrant(s)”:** “Entrants” must enter the Sweepstakes via the Mode of Entry and be (i) the Age of Eligibility or older; and (ii) a legal resident of the United States.
 - i. Employees of 313 Presents, LLC (“313” or “Sponsor”), Pistons Sports & Entertainment (“PSE”), Olympia Entertainment Events Center, LLC (“Olympia”), Co-Sponsor, the National Basketball Association (“NBA”), its member teams, NBA Properties (NBA and WNBA), the National Hockey League (“NHL”), its member teams, and their respective subsidiaries, agents’ affiliates, franchisees, licensees, dealers, advertising and promotion agencies, event co-promoters, and immediate family members of such employees, shall not be considered Entrants and are not eligible to win.
- h. **“Mode of Entry”:** Provide Entrant’s email and phone number through 313 Presents social media pages and website.
- i. **Entry Process:** Entrants will complete a form on 313Presents.com in which they can access through 313 Presents social media platforms and on the home page of the 313Presents.com website.
- j. **Entry Location/URL:** <https://www.313presents.com/contests/detail/teddy-swims-contest/>
- k. **Number of Potential Winners:** One (1) winner
- l. **“Drawing Date(s)”:** Monday, May 12, 2025
- m. **“Notification Method”:** potential prize winner will be notified by email, text message, U.S. mail, telephone, or private delivery service (at Sponsor’s sole discretion). Winner’s age is subject to independent age verification, and if failed, will result in prize forfeiture. In the event of noncompliance, if the prize winner cannot be reached at the phone number, email address or address on that winner’s entry, or if the Prize or Prize notification is returned unclaimed or undeliverable for whatever reason beyond the control of Sponsor, that Prize will be forfeited, and an alternate winner may be selected only if time permits and in Sponsor’s sole discretion.
- n. **“Prize”:** Four (4) tickets to the Teddy Swims concert at Michigan Lottery Amphitheatre on May 21 (“concert”), four (4) MotorCity Casino and Hotel VIP Club Food and Beverage passes for the Concert, four (4) Tour Stand Merchandise T-Shirts for the Concert, and one (1) VIP Parking Pass for the VIP Lot on the night of the concert.
- o. **“Prize Estimated Retail Value”:** Approximately \$600.00
- p. **Age of Eligibility:** Must be 18 years of age or older to enter and win.

2. **TO ENTER: NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** All federal, state and local laws and regulations apply. Void where prohibited by law. The Sweepstakes runs from the Start Date until the End Date, Eastern Standard Time. To enter, Entrants must complete the Mode of Entry, and which is available at the Entry Location/URL. One entry per person per account. All entries must be received by 313 by Friday, May 9, 2025 at 11:59pm to be considered for entry. 313’s computer is the official time keeping device for the Sweepstakes. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, and/or registrations or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. 313 is not responsible for late, undelivered, misaddressed, ineligible, misdirected, illegible, incomplete, or incorrect entries, and has sole discretion on determining ineligible entries. 313 reserves the right to cancel, suspend and/or modify the Sweepstakes at any time. In the event of a dispute as to any registration or entry, the Authorized Account Holder of the Mode of Entry used to register will be deemed to be the Entrant.
3. **CONDITIONS OF ENTRY:** By submitting an entry, Entrants are agreeing to the rules (“Official Rules”) of the Sweepstakes, and opt-in to sharing their email with 313 and any Co-Sponsor of the Sweepstakes. For a copy of the Official Rules, send a self-addressed stamped envelope including the title of the Sweepstakes to: 313 Presents, LLC, 2525 Woodward Avenue, Detroit, MI 48201.
4. **DRAWING AND NOTIFICATION:** The number of potential winner(s) denoted in Section 1 will be randomly selected from all eligible entries on the Drawing Date. The drawing will be conducted by 313, whose decisions are final and

binding. The odds of winning are solely dependent upon the number of eligible entries. Potential winners will be notified by the Notification Method. If any potential winner cannot be reached after a reasonable effort has been exerted, if he/she is found to be ineligible, or if he/she cannot or does not comply with these Official Rules, such potential winner will be disqualified and an alternate potential winner may be selected from all remaining eligible entries, time permitting and at sole discretion of 313. All Prizes must be claimed within 48 hours of initial notification by 313. Unclaimed Prizes will not be awarded. 313's decisions on all matters relating to this Sweepstakes are final. Non-compliance with these rules may result in disqualification, and an alternate winner may be selected.

PLEASE NOTE THAT EVEN IF ENTRANT IS LISTED AS A POTENTIAL WINNER AT THE CLOSE OF THIS SWEEPSTAKES, **ENTRANT HAS NOT YET WON THE PRIZE**. EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY 313 AND MUST MEET ALL ELIGIBILITY REQUIREMENTS AND THE TERMS OF THESE OFFICIAL RULES BEFORE AN ENTRANT WILL BE CONFIRMED AS A WINNER AND THE PRIZE WILL BE AWARDED. FOR EXAMPLE, POTENTIAL WINNERS MAY BE REQUIRED TO SHOW PROOF THAT THEY ARE THE AUTHORIZED ACCOUNT HOLDER.

5. **PRIZE DETAILS:** Each potential winner will receive a Prize (as defined in Section 1). The Prize Estimated Retail Value is designated in Section 1. Any other expenses not mentioned will be the responsibility of each winner. Limit one Prize per person, no Prize substitution or cash redemption allowed by winner, except at 313's sole and absolute discretion. 313 reserves the right to substitute prizes of equal or greater value as necessary. All Prizes are non-transferable. All taxes and other expenses incurred in connection with any other aspect of the Prizes are the sole responsibility of each winner. Winner will be required to provide 313 with a completed Internal Revenue Service ("IRS") W-9 Form including his/her Social Security Number or Tax Identification Number, and Prize winner shall receive a copy of IRS Form 1099-MISC filed by 313. If applicable, Prize is subject to all 313 ticket terms and conditions and any tickets provided as part of the Prize shall be subject to availability; the location and specific game of such tickets shall be determined by 313.
6. **CONDITIONS, RESTRICTIONS AND LIMITATIONS OF LIABILITY:** All entries become the property of 313 and will not be acknowledged or returned. By submitting an entry, Entrants agree (i) to abide by and be bound by these Official Rules and the decisions of 313, which shall be final and binding; (ii) to 313's and Co-Sponsor's use of their names and/or likenesses, photographs, voice, opinions, and/or hometown and state for advertising and publicity purposes in any media, worldwide, without additional compensation, unless prohibited by law; and (iii) to release, discharge, and hold harmless 313, Co-Sponsor, PSE, Olympia, NBA, its member teams, NBA Properties, Inc., NHL, its member teams, Olympia and their respective parent companies, franchisees/licensees, affiliates, subsidiaries, agents, award supplier, and their respective officers, directors, employees, agents, and representatives ("**Released Parties**") from and against any and all liability arising out of or related to any Prize received in this Sweepstakes or from participating in this Sweepstakes or any Prize-related activities, including, but not limited to, personal injury, death, or damage to or loss of property, or receipt or use or misuse of any aspect of the Prize. Entrants waive the right to assert, as a cost of receiving Prize, any and all costs of redemption. Any disputes relating to this Sweepstakes shall be governed by the laws of the State of Michigan and venue for any such dispute shall be Wayne County, Michigan.
7. **GENERAL CONDITIONS:** 313 reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by 313 in its sole discretion. In such event, 313, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. 313 reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, 313 reserves the right to seek damages from any such person to the fullest extent permitted by law. 313's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. A winner must not be under any legal impediment that would prevent a winner from accepting the Prize, and must be able to participate in the Sweepstakes and accept the Prize on the date or dates specified by 313. Otherwise, the Prize will be forfeited.
8. **LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize; or (6) any inability to conduct the Sweepstakes or award the Prize as a result of any act of God, labor stoppage strike, or lock out, or other reason beyond the control of the Released Parties. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be

available and/or claimed, 313 reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, unawarded, eligible Prize claims.

9. **DISPUTES.** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any Prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by, the appropriate State of Michigan Court located in Wayne County, Michigan (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, any punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and 313 in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Michigan. Entrant hereby waives any right to trial by jury in any such action or proceeding.
10. **ENTRANT'S PERSONAL INFORMATION:** By participating in the Sweepstakes, Entrant agrees to the 313's Terms of Use Agreement and to the use of Entrant's personal information as described in the Privacy Policy located at <https://www.nba.com/privacy-policy>; entrant also grants full permission to 313, PSE, Olympia, Co-Sponsor(s), the NHL, and the NBA (and their respective licensees, sponsors and designees), by any means, whether now known or hereinafter developed, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, and to license others to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, for any purpose, in any manner, without further notification, authorization or compensation to Entrant or anyone on its behalf, Entrant's name, nickname, voice, biographical information, photograph, and/or other likeness, however captured, and any photographs, videotapes, motion pictures, recordings, or other record of in connection with the Sweepstakes or any Prize in any and all media, whether now known or hereafter developed, worldwide and in perpetuity, and Entrants represents and warrants that no further permission is required for such use.
11. **SPONSOR:** 313 Presents, LLC, 2525 Woodward Ave, Detroit, MI 48201.